

Contract no. 1326

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**AGREEMENT**

**BETWEEN:**

**HUDSON COUNTY COMMUNITY COLLEGE**

**AND**

**HUDSON COUNTY COMMUNITY COLLEGE  
ACADEMIC ADMINISTRATIVE ASSOCIATION**

**JULY 1, 1991 - June 30, 1994**

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**AGREEMENT**

This Agreement made this        day of October, 1991,  
between the HUDSON COUNTY COMMUNITY COLLEGE (hereinafter  
referred to as the "COLLEGE") and HUDSON COUNTY COMMUNITY  
COLLEGE ACADEMIC ADMINISTRATIVE ASSOCIATION, (hereinafter  
referred to as the "ASSOCIATION").

**WITNESSETH;**

Whereas, the Public Employment Relations Commission  
certified the Association as the exclusive representative  
for the purposes of collective negotiations with respect to  
wages, hours and all terms and all conditions of employment  
for those referred to herein within the meaning of the Act;  
and,

Whereas, this certification requires the College to  
recognize the Association as the exclusive representative  
for the purposes of collective negotiations with respect to  
wages, hours and all terms and all conditions of employment  
for these College employees.

Now therefore, the College and the Association mutually  
agree as follows:

**ARTICLE I**  
**RECOGNITION**

1. The Board of Trustees of Hudson County Community College recognizes the Hudson County Community College Academic Administrative Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all Association members presently employed and hereinafter employed by the Board, including:

All chairpersons, directors, assistant deans, associate deans, assistant directors, associate directors, recruiter, registrar, assistant registrar, managers, librarians and administrative assistants employed by the College.

The following positions, classifications, and titles are, however, excluded:

Instructional staff faculty, counselors, program coordinators, assistants to deans, non-professional support staff, security, managerial executives, confidential employees, non-supervisory employees, craft employees.

2. Any Association member who serves as a member of the President's cabinet, will not be considered a member of the Unit for the duration of membership in said cabinet. This will not apply to Association members who are periodically invited as guests.

3. It understood that part-time administrative personnel may contract with the College to perform administrative duties which may exceed the provisions of the contract.

4. Any other positions with comparable responsibilities created during the life of this contract will be added to the bargaining unit, contingent upon the mutual agreement between the Association, other bargaining units and the College. Any dispute regarding same may be arbitrated by PERC.

## ARTICLE II

### DEFINITIONS

1. The term "Board" shall mean the Board of Trustees of Hudson County Community College, Hudson County, State of New Jersey or its duly designated agent(s).
2. The terms "Association" as used in this Agreement shall mean the Academic Administrative Association of Hudson County Community College, the recognized majority representative for the negotiation unit.
3. The term "College" as used in this Agreement shall mean Hudson County Community College, of Hudson County, State of New Jersey or its duly designated agent(s).
4. The term "parties" when used in this Agreement shall mean the Board and the Association in its capacity as exclusive majority representative of the employees in the negotiating unit.
5. The term "unit member," when used in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as defined above and references to male employees shall include female employees.

## ARTICLE III

### MISCELLANEOUS PROVISIONS

#### A. NON DISCRIMINATION

1. The Board and the Association agree that there shall be no discrimination, interference, restraint or coercion by either party against any employee because of membership in the Association or for refusal to join the Association. The Association further agrees that it shall not unlawfully coerce employees into membership.
2. The Board further agrees that there shall be no discrimination, and that all practices, procedures, and policies of the College shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of members of the unit or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age, sexual orientation, or political views or activities.

B. PERSONAL AND ACADEMIC FREEDOM

1. The College herein declares its commitment to sustain the principles of academic freedom which are essential to teaching, administering and research which are the basic functions of higher education.

2. This means, for the bargaining unit member freedom in research, publication and professional activities where these activities do not interfere with adequate performance of his duties.

3. This means, for those bargaining unit members who teach, freedom is in the classroom, to discuss controversial issues relating to the course, with the knowledge that he has an obligation to bear in mind his unusual influence on the opinions and values of the students with whom he works.

4. This means retention of all his rights as a citizen to free speech and publication. Such rights are not, as such, subject to institutional censorship or discipline. However, the bargaining unit member presents an image to the public by which his profession and the College may be judged. Therefore, he must at all times be accurate, show respect for the opinions of others, and must make clear that he is not an institutional spokesperson.

C. SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

Any individual contract or job description between the Board and an individual unit member, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract or job description contains any language inconsistent with this Agreement, this Agreement shall be controlling.

## **ARTICLE IV**

### **ASSOCIATION RIGHTS AND PRIVILEGES**

1. Whenever any representative of the Association or administrator participates during work hours in negotiation, grievance proceedings, conferences or meetings, he/she shall suffer no loss of pay.

2. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business in College buildings or on College property at reasonable times, provided that this does not interfere with or interrupt normal College operations.

3. The Association shall have the right to use College facilities and equipment, including typewriters, word processors, personal computers, mimeographing machines, other duplicating equipment, calculators, and all types of audiovisual equipment if not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies, incident to such use and damage to said equipment through use.

4. The Association shall have the right to purchase office supplies and other materials from the College suppliers at the price paid by the College, provided this practice is in compliance with applicable law.

5. The Association shall have the right to use the campus mail facilities and College mailboxes as it deems necessary.

## **ARTICLE V**

### **MANAGEMENT RIGHTS**

1. The College hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States.

2. The College has and is vested with all the lawful, customary and usual rights, powers, functions and authority of management.

3. The Association further recognizes that the management of the College and its workforce, the control of its properties are the prerogatives of the College.



## ARTICLE VI

### WORK OR BUSINESS INTERRUPTION

- A. No faculty member, officer or representative of the Association, will call, sanction, approve or engage in any strike or work interruption during the term of this Agreement.
- B. The Board and/or its agents will not engage in any lockout during the term of this Agreement.

## ARTICLE VII

### DISCIPLINE

1. No employee shall be discharged, suspended or disciplined without just cause.

2. Procedure

Progressive discipline procedure shall be used whenever possible. Serious breaches of discipline may require immediate suspension or dismissal rather than counselling, warning or written reprimand.

3. Immediate Suspensions

When the presence of the employee is determined to be dangerous to the welfare of the employees, or detrimental to the interest of the College, the appropriate dean or his designee may suspend the offender immediately pending investigation, formal charges and subsequent hearing.

4. Notice to the Association

The Association will simultaneously be notified of all formal disciplinary actions.

## ARTICLE VIII

### LEAVES OF ABSENCE

A. SICK LEAVE

1. Sick leave shall be defined as a required absence from work due to a personal illness, accident, or exposure to contagious disease.

2. Where the College has reason to believe that an individual may be abusing sick time, the College may require a supporting certificate from the employee's attending physician.

3. Sick leave shall be earned at the rate of 1.5 days per month up to eighteen (18) days per year.

4. Unused sick leave shall accumulate without limitation.

5. Employees shall notify their immediate supervisor or designated person of the intended absence due to illness at least fifteen (15) prior or after the employee's scheduled starting time. An employee who fails to report to work when scheduled and fails to notify the immediate supervisor of the intended absence, shall not be paid for the absence.

6. If an employee incurs a work related injury, such employee shall not be required to utilize the sick leave allowable under Paragraph 3.

7. The College may require the approval of a College appointed physician before an employee is allowed to return to work after utilizing sick leave for five (5) or more consecutive working days. Such approval shall certify that the employee is capable of performing his normal employment activities and that his return will not jeopardize the health of other employees.

8. The Office of the President or its designee shall inform each unit member on or before July 1 of each year as to the number of sick days accumulated to his credit on that date.

B. PERSONAL LEAVE

1. Effective January 1 of each year, full-time employees of the College shall be entitled to three (3) personal days per year with pay.

2. Personal days shall not accumulate from year to year. Upon termination personal days will be pro-rated.

3. Request for personal days should be made in writing to the employee's immediate supervisor at least three (3) days in advance of the requested personal day(s).

4. Approval of the request will be granted by the College if it does not unduly conflict with the scheduling requirements of the needs of the College.

5. Personal leave may be scheduled in units of one-half (1/2) day, and may be taken in conjunction with other types of paid leave.

6. The College may cancel an employee's scheduled personal day due to emergencies. The College shall invoke this provision only under extraordinary circumstances and after making all efforts to avoid cancelling an employee's personal day.

C. BEREAVEMENT LEAVE

1. In the event of the death of a full-time employee's spouse, mother, father, child, brother, or sister, the employee shall receive pay for the five (5) consecutive work days following the death on which the employee would have otherwise worked.

2. In the event of the death of a full-time employee's grandchild, aunt, uncle, niece, nephew, mother-in-law, father-in-law, grandparent, son-in-law, or daughter-in-law, the employee shall receive pay for the three (3) consecutive work days following the death on which the employee would have otherwise worked.

3. In the event of the death of a full-time employee's brother-in-law or sister-in-law, the employee shall be entitled to pay for up to one (1) work day following the death on which the employee would have otherwise worked.

D. JURY DUTY

Any employee covered under the terms of this Agreement who shall be summoned for Jury Duty shall receive full College pay and all other benefits theretofore received by such employee, for the full time of Jury Duty. Any such employee is required within three (3) days of receipt of such Jury Summons to notify the Department Head of the receipt of such summons and in addition thereto, such employee shall be required to remit and surrender to the College any and all fees received by said employee for the rendering of said Jury Duty.

E. MILITARY LEAVE

A military leave, without pay, will be granted to any full-time employee who is inducted or who enlists for one enlistment period in any branch of the Armed Forces of the United States. Leave will be granted to an employee to fulfill Reserve or National Guard commitments. Full-time personnel will receive full salary for time normally spent with the College, minus any monies received on a daily basis while fulfilling his military obligations.

F. SABBATICAL

1. The Board will establish a Sabbatical Leave to furnish members of the unit with an opportunity for professional development through study, research and/or other pursuits as may contribute to professional growth. A Sabbatical Leave can be recommended by the College President to the Board of Trustees subject to the following conditions:

a. A unit member must have been in the full-time employment of the College for six (6) consecutive years.

b. Application shall be made to the immediate supervisor who will forward the application along with his recommendation to the President. The President will make his recommendation to the Board.

c. A maximum of three members of the Association may be on Sabbatical Leave in any one academic year.

d. A unit member must wait at least six (6) consecutive years after taking sabbatical leave before he is eligible for another sabbatical leave.

e. Compensation during the leave shall be full salary for one (1) six month period, half salary for twelve months or full salary for twelve months with the unit member working one half (1/2) of his scheduled hours, subject to approval of the President.

f. A unit member who has been employed by the College for ten (10) or more consecutive years may apply for terminal sabbatical at any time for one-half (1/2) pay for two (2) years. Application must be made to the appropriate supervisor, who will append his recommendation and forward the application through designated channels to the President. The President will append his recommendation to the Board, and the decision of the Board shall be final and binding and not subject to arbitration. All employment of the unit member will terminate at the end of said leave.

g. Any unit member on paid leave of absence shall retain all insurance and pension benefits without exception during the period of said leave to the extent allowable by the applicable law.

h. Acceptance of sabbatical leave obligates the recipient to return to the College for at least one (1) year, except as referenced in item (f) above.

i. Unless otherwise agreed by the individual unit member, upon return from leave, the administrator shall be placed in his former position at the salary he would have had, had he not on paid vacation.

G. VACATION LEAVE

1. Employees shall be granted vacation leave with pay subject to the approval of the College as follows:

- a. Starting from the date of hire until six months, one working day's vacation earned for each month completed, up to a maximum of five working days;
- b. Starting date until the completion of first year, one working day per month up to a maximum of ten (10) working days per year;
- c. From the first anniversary of the date of hire, 1.66 days per month up to a maximum of twenty (20) working days per year effective July 1, 1991.

2. Vacation time must be utilized in the year it has been earned, except when an employee's vacation request is refused by reason of the manpower needs. Employees may not accrue vacation beyond the next calendar year without approval of the President or his designee.

3. Vacations may be taken in segments of less than five (5) days only when approved by the President or his designee.

4. The College may cancel an employee's scheduled vacation due to emergencies. The College shall invoke this provision only under extraordinary circumstances and after making all efforts necessary to avoid cancelling an employee's vacation. The affected employee shall have an option of selecting another available vacation period in that year or the next following year.

5. No later than July 1st of each year, each unit member shall be given an accounting of the number of vacation days he shall have available for use.

6. All vacation time must be approved by the unit member's immediate supervisor, but approval shall not be unreasonably withheld.

7. A unit member shall be entitled to receive his regular pay in advance of his departure for vacation provided sufficient advance notice, as determined by the College is given.

8. Grandfather Clause - Those unit members who have in excess of forty (40) days vacation will be granted leave with pay upon request. No request will be unreasonably refused.

#### H. LEAVE OF ABSENCE WITHOUT PAY

1. An approved leave of absence without pay may be granted to a member of the Association for a period not to exceed one (1) year. Requests for such leave shall be made in writing to the immediate supervisor, who will make his recommendation to the President. If said leave is denied by either the immediate supervisor or the President, the denial may be appealed to the Board at its next regularly scheduled meeting. The decision of the Board shall be final and not subject to the grievance and arbitration provision of this Agreement.

2. Approval for such leaves may be granted for the following reasons:

a. Pursuit of a degree at an institution of higher education or other professional development.

b. Recuperation from ill health beyond all available sick leave provisions of this Agreement.

c. Personal or professional situations necessitating such leave.

3. In certain situations, leaves in excess of one (1) year may be granted by the Board upon recommendation by the President. The decision of the Board shall be final and binding and shall not be subject to review or arbitration.

4. During the period of such leave, all health benefits shall remain in effect. Upon return from such leave, the unit member shall be placed at the same position on the salary schedule on which he would have been placed had he worked at the College during that period.

#### I. MATERNITY LEAVE

Maternity leave without pay shall be granted for a period of one (1) year. If more than a one (1) year leave is needed, a request for an extension shall be considered under the same conditions.

#### J. CHILD REARING LEAVE

A unit member with a child under ninety (90) days of age may apply for and shall be granted unpaid child rearing leave as stated in Sub-Paragraph I., Maternity Leave, above.

K. SERVICE IN PROFESSIONAL ORGANIZATIONS

A leave of absence of up to one (1) year may be granted to any unit member by the Board upon application for the purpose of serving as an officer of any professional association or on its staff. The Board, in its sole discretion, may extend such leave beyond the one (1) year period.

L. ADVANCED STUDY

A leave of absence of up to two (2) years may be granted by the Board to any unit member upon application for the purpose of advanced study. The Board may extend such leave.

ARTICLE IX

DEDUCTION OF DUES FROM PAYROLL

1. The College agrees to deduct dues for the Association from the wages of an employee covered by this Agreement, pursuant to the existing statute as amended, provided at the time of such deduction there is in the possession of the College a current written assignment, individually and voluntarily executed by the employee. The Association shall be responsible for securing the signatures of its members on the forms and delivering the signed forms to the College.

2. The College will deduct the current uniform dues from the pay of the employee(s) on a monthly basis provided that if an employee has no pay coming for such pay period, or if such pay period is the first pay of new employee, such dues shall be deducted from the next appropriate pay period. The College will deduct from the pay of employee(s) in any one month only dues incurred while an individual has been in the employ of the College and only such amounts becoming due and payable in such month.

3. In the event that a refund is due any employee for any sums deducted from wages and paid to the Association, it shall be the responsibility of such employee to obtain appropriate refund the Association.

4. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the College notice of the change at least sixty (60) days prior to the effective date of such change.

5. The Association shall indemnify and hold the College harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by

reason of action taken or not taken by the College for purpose of complying with the provisions of this Article.

6. Employees included in the negotiating unit may only request deduction for the payment of dues to the duly certified majority representative.

7. The College will provide to the Association on a semi-annual basis a list of all positions in the Association and a list of all newly hired people within the Association.

8. Non-members of the unit shall be assessed a fee equal to eighty-five (85%) percent of the annual dues in accordance with applicable statute.

## **ARTICLE X**

### **UNIT MEMBERS' RIGHTS**

#### **A. RIGHTS AND PROTECTION IN REPRESENTATION**

Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the College shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive any unit member the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any unit member with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates; participation in any activities of the Association and its affiliates' collective bargaining negotiations with the Board, or his institution of a grievance, complaint or proceeding under this contract or otherwise with respect to any terms or conditions of employment.

#### **B. JUST CAUSE PROVISION**

No unit member shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such action asserted by the College, or any representative thereof, shall be subject to the grievance procedure herein set forth. The College shall notify any employee prior to the filing of any formal charges against him or her or, in the event that notification is difficult under the circumstances, the College shall make every effort to notify the individual prior to the filing of such charges. This provision shall not apply in the case of non-renewal. In the event that notification is by mail, notification shall



be complete upon the College's obtaining receipt of mailing from the Post Office.

C. REQUIRED HEARINGS

Whenever any unit member is required to appear at a hearing before the President or his designee, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that unit member in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representative(s) of the Association present to advise him during such meeting or interview.

D. MISCELLANEOUS

1. No unit member shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

2. The unit member shall have the authority in the area of his assignment, provided his actions do not conflict with sound educational principles or existing laws.

3. Any criticism by a supervisor, administrator or any Board member of a unit member and his instructions or methodology shall be made in confidence and not in the presence of students or other public gatherings.

## ARTICLE XI

### FACILITIES AND PARKING

1. The College will provide office space for the Association.

2. The College agrees that it will allow the Association to have a telephone or telephones installed at the location it chooses, provided said locations are approved by the College. The cost of the installation and all subsequent expenses and costs associated with such phones shall be borne solely by the Association. Such telephones shall be used for the transaction of all Association business.

3. The College will make every effort to assign appropriate parking space for those unit members whose duties require the use of their automobiles during regular working hours.

## ARTICLE XII

### HOURS OF WORK

#### A. NORMAL WORK HOURS

1. The College work schedule for members of this unit shall consist of thirty-five (35) hours in a five (5) day period. Seven (7) hours per day, exclusive of lunch periods, shall be considered the daily work hours. It is mutually understood and agreed that operational needs of the Department/Division shall govern the starting and ending times of a schedule subject to approval of the appropriate dean.

2. Administrators whose schedules are governed by class sessions shall have the right to flexible hours in regard to beginning and ending times of the daily work schedule when classes are not in session, provided that this does not hinder departmental or College operations.

3. Lunch and break periods shall be left to the discretion of the Administrator who will use his professional judgment as to the needs of the Department/Division.

4. Administrators may be required to attend meetings that extend the work day beyond seven (7) hours for three (3) days each month. These days are not cumulative from month to month.

#### B. SUMMER HOURS

1. The policy of Summer work hours shall be under the sole discretion of the Board.

2. Summer work hours will mean that administrators will work a four (4) day week, Monday through Thursday, nine (9) hours a day, beginning at either 8:00 A.M. or 9:00 A.M. and ending at either 5:15 P.M. or 6:15 P.M., with thirty (30) minutes for lunch.

3. Summer hours will commence on the Monday after Memorial Day and end on the Friday after Labor Day.

## ARTICLE XIII

### CONFERENCES & TRAVEL

A. All members of the unit shall have the right to apply for attendance at job-related professional organization annual conferences, workshops, seminars or other training conferences, subject to prior approval by the President's

Office or his designee. The College shall pay all conference expenses, including, but not limited to transportation and lodging. Where the College requires such attendance, the College shall pay all expenses. Where the employee requests to attend, and the College offers to pay only part of the expense, the employee may decline to attend.

1. Prior approval for attendance at conferences and seminars is required.

2. Approval for conferences and seminars, regardless of the amount is required.

3. Meal allowances will be granted up to \$40.00 per diem, including gratuities, over a 24-hour period.

4. Meals included in convention registration fees shall be deducted from Paragraph 3 above.

#### **ARTICLE XIV**

##### **ASSOCIATION ACTIVITIES**

1. No Association steward, member or officer shall conduct any Association business on College time or College premises unless provided for in this Agreement.

2. The Association will provide the College with a list of Stewards no later than fifteen (15) days after the signing of this Agreement. The Association will notify the College within twenty-four (24) hours of any changes in Stewards.

3. The Business Manager or his Representative, shall be admitted to College premises on Association business. Requests for such visits shall be directed with reasonable advance notice to the College President or his designee and shall include the purpose of the visit, proposed time and date, and specific work areas involved. Permission for such visits shall not be unreasonably withheld.

#### **ARTICLE XV**

##### **LEAVE FOR ASSOCIATION BUSINESS**

1. The College agrees to grant upon request of employees covered by this Agreement time off without pay for the purpose of attending Association conventions and conferences, provided that:

a. The total time off does not exceed the aggregate of ten (10) days per year.

- b. Written notice specifying the amount of time off is received by the College President at least fifteen (15) working days in advance of the granting of each period of time off.
2. Authorized leaves granted to an individual shall not exceed a maximum of five (5) days in a year period and three (3) days of paid leave for any single activity for any individual employee.
3. No leave shall become effective without prior approval by the College President or his designee.
4. The Association has designated the Business Manager as the person from whom the request for Association leave will originate.
5. The Association will provide the College with a list of names and titles of those Association Officers, Executive Board members and Stewards entitled to a leave for Association business.

#### **ARTICLE XVI**

##### **INSURANCE**

1. The existing Health Insurance Programs shall remain in effect for the life of this Agreement.
2. The existing Prescription Insurance Program shall remain in effect for the life of this Agreement.
3. The existing Dental Insurance Program shall remain in effect for the life of this Agreement.
4. The College reserves the right to change, without negotiation, the manner in which the Health Benefits in paragraphs 1, 2, and 3 are provided as long as such benefits are equivalent.
5. The Parties have agreed to address the insurance issue in accordance with the agreement attached as Exhibit "A".

## ARTICLE XVII

### SEPARATION OF EMPLOYMENT

1. Upon leaving the employ of the College the unit member, will receive all monies to which he is entitled. The final check will be issued upon receipt of any school property including College identification, keys, or other property in the custody of the unit member.

2. Employees may resign in good standing by giving the Office of the President at least two (2) weeks written notice prior to the last day of work.

## ARTICLE XVIII

### GRIEVANCE PROCEDURE

#### A. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

#### B. DEFINITIONS

1. Contractual Grievance: A dispute which may arise between the parties concerning the application, meaning, or interpretation of an express provision of this Agreement. Evaluation and non-reappointment are grievable to Board of Trustees.

2. Non-Contractual Grievance: A misapplication, misinterpretation, or violation of a policy or administrative decision or disciplinary matter of three day suspension or less including counseling, warnings, reprimands. Exception: suspension of three days for the third time within one fiscal year may go to binding arbitration.

C. The grievance form shall be prepared jointly by the College and the Association.

#### D. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement:

Step One: (a) The grievant shall institute action in writing signed and delivered to his Immediate Supervisor (the appropriate Dean or Director) which

may be within thirty (30) working days of the occurrence complained of, or thirty (30) working days after he would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) working days shall be deemed to constitute an abandonment of the grievance. The grievant may be represented by the Association. The grievant or the immediate Supervisor may request a meeting to discuss the grievance.

- (b) The immediate Supervisor shall render a decision in writing within fifteen (15) working days after receipt of the grievance.
- (c) During the first thirty (30) working day period, nothing shall prevent the employee and/or his representative from discussing the matter informally with the employee's immediate supervisor.

Step Two: (a) In the event the grievance has not been satisfactorily resolved at Step 1, the Association or the grievant may file the written grievance on an approved form with the President within ten (10) working days of the Association's receipt of the response or the expiration of the time to respond at Step 1.

- (b) The President or his designee shall respond in writing to the grievance within (15) working days of the receipt of the grievance at this step.

Step Three: (a) In the event the grievance has not been satisfactorily resolved at Step 2, the Association or the grievant may file the written grievance on an approved form with the Board of Trustees within ten (10) working days of the Association's receipt of the response or the expiration of the time to respond at Step 2.

- (b) The Board of Trustees or its Representative Committee shall respond in writing to the grievance within thirty (30) working days of the receipt of the grievance at this step.

Step Four: In the event the grievance has not been satisfactorily resolved at Step 3, the Association, and only the Association, may submit the matter to binding arbitration in accordance with the procedures of the Public Employment Relations Commission on the following conditions:

### ARBITRATION

1. The request for arbitration shall be filed by the Business Manager of the Association.

2. The request for arbitration must be filed with the appropriate agency no later than ten (10) working days after receipt of the response or expiration of the time to respond at Step 4, and;

3. The grievance is a contractual grievance as defined in (B) (1) of this Article.

### E. MISCELLANEOUS PROVISIONS

1. Nothing in this Agreement shall be construed as compelling the Association to submit a grievance to arbitration. The Association's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration is final.

2. No response at any Step within the time allotted shall be deemed to be a denial of the grievance at that step.

3. Class grievances may be filed at Step 2 by the Association within its discretion.

4. Written dispositions of all grievances at all Steps shall be forwarded to the Association representative.

5. In the event of arbitration, the costs of the arbitrator's services shall be shared equally by the parties except that late cancellation fees shall be the sole responsibility of the party requesting the postponement.

6. Time limits shall be strictly adhered to and a grievance not raised or processed within the time allotted shall be deemed to be abandoned, unless mutually agreed by the parties in writing.

7. All meetings and hearings pursuant to this procedure shall not be conducted in public and shall only be attended by the parties in interest and authorized representatives.

8. A grievance must be raised at Step 1 no later than thirty (30) working days following its event or when the grievant would reasonably have known of its occurrence, or it shall be deemed waived.

9. The costs of a stenographer shall be borne by the party obtaining the record pursuant to the appropriate rules of the Public Employment Relations Commission.

10. The grievant will have the opportunity to state their case directly to the President in the event the grievant is denied a recognition pay increment. The grievant shall file written notice to the President within thirty (30) working days from receipt of promotion denial.

#### **ARTICLE XIX**

##### **OUTSIDE EMPLOYMENT**

Full-time employees must consider the College their primary employer. As such, they must be available and able to perform all of the position's required duties as outlined in existing job descriptions. Outside employment must not interfere with an employee's job hours and/or performance.

#### **ARTICLE XX**

##### **MILEAGE ALLOWANCE**

1. Employees required to use their personal vehicles for or on authorized College business shall be reimbursed at the rate of twenty-five (\$.25) per mile.

2. Expenses incurred for necessary parking and tolls directly related to the authorized use of a vehicle on College business are allowed and reimbursable.

3. Payment shall be made providing the voucher is complete and accurate with supporting documentation.

#### **ARTICLE XXI**

##### **FULLY BARGAINED PROVISIONS**

1. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were the subject of negotiations.

2. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only, executed by both parties.

#### **ARTICLE XXII**

##### **PERSONNEL FILE**

A. Each member of the bargaining unit will have on file in the Personnel Department a personnel file. This file will be considered the official personnel file for the member of



the Association. The Dean of Academic Affairs will also maintain a copy of pertinent components of each file for individual faculty members.

B. Upon notice of at least one day to the Personnel Department, the personnel file shall be made available to any unit member on a working day from the hours of 9:30 a.m. to 4:30 p.m. upon the signature of the member of the Association requesting to see his file in the Personnel Department. When reviewing the personnel file, the Director of Personnel or an appropriate administrator shall be present. The following material contained in the personnel file shall not be made available to the individual:

1. Character and job references from outside sources.
2. Transcripts restricted by the sending institution.

C. The personnel file shall, when applicable, contain but not be limited to the following.

1. The member's signed application form.
2. The member's transcripts supporting his claim to academic work.
3. Documents supporting his claim to professional training.
4. The applicant's original academic rank and step recommendation.
5. All documents relating to the performance of the employee.
6. All employment contracts signed by the individual.
7. All records and transcripts and other relevant documents supporting the unit member's claim to continued growth after initial placement may be placed in the file by the unit member.

D. Any document other than those of a confidential nature mentioned above, shall only be inserted in the individual member's personnel file by appropriate college supervisory personnel with simultaneous written notification to the member. All documents which are placed in the individual member's personnel file by the College must be signed and dated by the individual responsible for its content and/or the placement of the document in the file.

E. The individual member shall have the right to respond to any non-confidential document within thirty (30) calendar days from its placement in his file. This response shall be

signed and dated and shall become part of his personnel file.

F. The College will be responsible for the safekeeping of all personnel files. Files will not be removed from the safekeeping of the Personnel Department or the Dean of Academic Affairs Office.

G. Upon termination of employment the former employee shall have the right of access to his personnel file.

H. Consistent with the requirements of Paragraph B above, an individual may make one (1) copy of each item contained in his file that is not restricted by Paragraphs (B) (1) and (2) above. Such copies shall be made by the Personnel Office which shall charge the individual five (5) cents per copy. All such material copies shall be for the sole and exclusive use of the individual.

#### **ARTICLE XXIII**

##### **EVALUATIONS**

1. An employee shall be evaluated at least once during each fiscal year by his supervisor. The employee will sign the copy of the evaluation to be retained by the College. The signing by the employee means that the employee has read the evaluation and does not mean acceptance. The employee has the right to respond to the evaluation by attachment. An example of the type of evaluation to be used is attached as Appendix B.

2. A copy of the evaluation of any employee of by the College will be given to the employee upon request.

#### **ARTICLE XXIV**

##### **MULTI-YEAR CONTRACTS**

A committee will be formed to review the feasibility of Multi-year Contracts. Said committee shall be comprised of members of the Association and individuals appointed by the College.

#### **ARTICLE XXV**

##### **RECLASSIFICATION**

1. If a unit member's duties and responsibilities are changed so that he assumes additional charges not specified in the original job description, said unit member may be eligible for job reclassification. Criteria that may be

utilized in determining reclassification include, but are not limited to:

- (a) Additional number of employees supervised.
- (b) Additional budget responsibilities.
- (c) Additional duties not in the original job description.

2. The Board shall have the right to change the job description during the term of this contract from time to time as it deems desirable in its sole discretion. However, the administrator involved and the Association shall be notified upon any change in the written description.

3. Upon any significant changes in job description, the administrator involved, along with a representative of the Association who is a member of the unit, shall have an opportunity to discuss both the change in job description or title and a possible salary increase to reflect an increase in responsibilities or duties. If the administrator wishes to pursue the matter after this meeting, the Association may in its sole discretion, meet with the President of the College at a time mutually agreeable to all concerned for the purpose of discussing the matter. The Association may accept the President's decision in this matter or may appeal to the Personnel Committee of the Board of Trustees, whose decision in the matter shall be final and binding, and not subject to arbitration.

#### ARTICLE XXVI

##### MERIT RECOGNITION

The College President will have a fund available from which to recognize employees for meritorious service.

#### ARTICLE XXVII

##### EDUCATIONAL BENEFITS

###### 1. Tuition Remission

Full time employees may attend up to two courses per semester at Hudson County Community College for credit or audit without payment of tuition. Employees are subject to the same rules and regulations as regular students of the college.

###### 2. Professional Improvement

The College will provide its full-time personnel with the opportunity to upgrade their professional skills.

A. Full time employees may receive a tuition refund of a maximum of \$2,500, for courses taken during any fiscal year, subject to fund availability, at the discretion of the College President under the following conditions:

B. Course(s) may be part of an accredited graduate degree program or selected graduate-level course(s) in the employee's current or related discipline or job related area. Undergraduate-level courses may also qualify under this program.

C. An applicant should consult with his supervisor prior to enrolling in courses to insure that work contemplated will qualify for funding and that funds are committed with final approval by the President or his designee.

D. An application to receive a refund must be submitted no later than 30 days after the completion of the course(s). All procedures on the application form must be followed. A transcript of the successful completion of courses and an official receipt of courses taken and costs must be provided as part of the application procedure to the Director of Personnel for processing. If the application is not received within thirty (30) days after completion of the course(s), or if all required documents are not submitted, reimbursement will not be forthcoming.

EXCEPTION: Said thirty (30) day time period may be extended under extenuating circumstances, providing notice is given to the Department of Personnel within said thirty (30) day time period.

E. Applicant shall obtain a grade of "B" or better for reimbursement.

#### ARTICLE XXVIII

##### PART-TIME EMPLOYMENT

Unit members shall have the second right of refusal (the first right is given to qualified full-time Hudson County Community College faculty and counselors) for three (3) additional contact hours of overload for teaching and for three (3) contact hours of overload for counseling positions per semester including summer positions in their area/division. Compensation shall be at the prevailing part-time or adjunct rates.

## ARTICLE XXIX

### HOLIDAYS

1. An employee shall be paid at straight time base rates for said listed holidays.

2. Whenever the work schedule is such that an employee is required to work on said holiday the employee will be granted a substitute day off at a later date mutually convenient to the employee and his supervisor.

3. An employee on unpaid leave of absence shall not be entitled to pay for any holiday occurring during such leave.

4. The College will attempt to give three (3) days notice whenever possible when employees are required to work on a holiday. The Association recognizes that there may be emergency situations which require less than three (3) days notice.

5. Unit members shall have the following holidays:

- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
- One Week in Between Christmas and New Year's Day
- New Year's Day
- The Day After New Year's Day
- Martin Luther King Day
- President's Weekend
- Good Friday
- Memorial Day

6. The College shall have the right to add more holiday time at its discretion.

7. If a unit member is required to work on any of the above holidays, he shall receive:

(a) overtime compensation at the rate of one and one-half (1-1/2) times his normal hourly rate, plus straight time for the holiday.

8. Unit member shall have either the day before or day after a holiday off when said holiday falls on a weekend.

## **ARTICLE XXX**

### **WEATHER EMERGENCY**

1. In the event the College closes a College office because of weather emergency, employees assigned to that office will be credited with a full day's compensation.

2. If an employee cannot report to work due to a weather emergency and the College offices have not been closed by the College, then the absence will be charged to accumulated vacation or personal leave.

3. Announcements of such closings will be made over radio stations WABC (AM), WOR (AM), WVNJ (FM) and WADO (AM) or via telephone. The College reserves the right to amend the foregoing list of stations, upon notice to the Association.

## **ARTICLE XXXI**

### **SALARIES**

Annual salary increases shall be calculated in the following manner:

Effective July 1, 1991, a five (5%) percent increase over employee's base salary for the period of July 1, 1990 through June 30, 1991.

Effective January 1, 1992, a three (3%) percent increase over employee's base salary for the period of July 1, 1990 through June 30, 1991.

Effective July 1, 1992, a five (5%) percent increase over employee's January 1, 1992, base salary.

Effective January 1, 1993, a three (3%) percent increase over employee's January 1, 1992 base salary.

Effective July 1, 1993, a five (5%) percent increase over employee's January 1, 1993, base salary.

Effective January 1, 1994, a three (3%) percent increase over employee's January 1, 1993 base salary.

4. Longevity increment be implemented as below:

At the end of five (5) years service - \$250.00  
At the end of ten (10) years service - \$500.00  
At the end of fifteen (15) years service - \$750.00

Said longevity increment will not be a part of the base salary but will be paid each year after the annual increment has been added to the base salary.

5. The parties agree to discuss a grid for future contracts at a mutually convenient time.

#### **ARTICLE XXXII**

##### **NO WAIVER**

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement or exercise one's rights pursuant thereto shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the parties herein are entitled.

#### **ARTICLE XXXIII**

##### **PUBLICATION OF AGREEMENT**

The cost of publication of this Agreement shall be borne equally by the College and Association.

#### **ARTICLE XXXIV**

##### **NEGOTIATION OF SUCCESSOR AGREEMENT**

A. The parties agree to enter into collective negotiations over a successor agreement no later than April 1 and in no instance earlier than January 1.

B. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

D. The College agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.

E. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

## **ARTICLE XXXV**

### **PROBATIONARY AND WORKING TEST PERIOD**

1. All new appointments shall be for a probationary period of six months.

2. During the probationary period employees may be terminated by the College without such termination being subject to the grievance and arbitration provisions set forth in this Agreement.

## **ARTICLE XXXVI**

### **ASSOCIATION RIGHTS AND PRIVILEGES**

A. It is agreed by both parties to provide in a timely fashion, information necessary to conduct and promote fruitful negotiations.

B. The Association may post official Association bulletins and notices relevant to Association business on bulletin boards said Bulletin Board located at 168 Sip Avenue, 1st floor, Jersey City, New Jersey, shall enclose appropriate cork 4' by 3'.

C. The College will provide the Association with an office for its use. The office will include a desk, chair and telephone. Said telephone shall be paid for by Association.

## **XXXVII**

### **NOTICES**

All notices, requests or other communications hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if mailed U.S. prepaid Certified mail, return receipt requested, to the following:

As to the College:

Donald Scarinci, Esq.  
Scarinci & Pelio  
195 Route 46 West  
Totowa, New Jersey 07512

Dean Edmond Rutkowski  
HCCC  
901 Bergen Avenue  
Jersey City, New Jersey 07306



As to Association:

Mr. Frederick Boss  
87 Sip Avenue  
Jersey City, New Jersey 07306

Mr. Richard Comerford  
470 Sicomac Avenue  
Wyckoff, New Jersey 07481

IN WITNESS WHEREOF, the parties have, by their  
authorized representative, set their hands and seals this  
day of October, 1991.

HUDSON COUNTY COMMUNITY COLLEGE

\_\_\_\_\_  
WITNESS BY: \_\_\_\_\_  
Joseph P. Lecowitch  
Board Chairman

HUDSON COUNTY COMMUNITY COLLEGE  
ACADEMIC ADMINISTRATIVE ASSOCIATION

\_\_\_\_\_  
WITNESS BY: \_\_\_\_\_  
Frederick Boss  
President

aaagree.doc

By Grade'

APPENDIX B-1  
(EFFECTIVE 1-1-92)

<u>TITLE</u>	<u>GRADE LEVEL</u>
PRINCIPAL CLERK TYPIST	5
PRINCIPAL ASSESSING CLERK	5
PRINCIPAL TAX CLERK	6
LEGAL STENOGRAPHER	6
COMPUTER OPERATOR	6
SECRETARY ASSISTANT, TYPING	6
DEPUTY VIOLATION CLERK	6
ASSISTANT MUNICIPAL CLERK	7
DEPUTY MUNICIPAL COURT CLERK	7
PAYROLL SUPERVISOR & PERSONNEL CLERK	7
VIOLATION CLERK	7
ASSISTANT ASSESSOR	7
SENIOR COMPUTER OPERATOR	7
ADMINISTRATIVE SECRETARY	7
AIDE TO MAYOR	7
ADMINISTRATIVE ASSISTANT	7
MUNICIPAL COURT CLERK	8